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DEC 18 9 40 AM '00

BK 384 430  
WI**THIS INSTRUMENT PREPARED BY AND RETURN TO:**

Stewart G. Austin, Jr.  
GLANKLER BROWN, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, TN 38119  
(901) 685-1322

**THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH AT THE REQUEST OF GRANTOR AND GRANTEE.**

**WARRANTY DEED**

In consideration of the sum of Ten Dollars (\$10.00), Mary L. Carr and Oscar C. Carr, III, Trustees of the Mary L. Carr Family Trust dated December 24, 1998; Irene L. Brownlow and Girard P. Brownlow, Trustees of the Irene L. Brownlow Family Trust dated December 24, 1998; Mary L. Carr and Irene L. Brownlow, Trustees of the Carroll Seabrook Leatherman Trust Dated July 4, 1991; and Oscar C. Carr, III, Trustee of the Elle G. Leatherman Trust Dated February 17, 1993, (the "Grantor"), hereby convey and warrant their interest in and to the hereinafter described property (the "Property") to Leatherman Family Land Partnership, L.P., a Mississippi limited partnership (the "Grantee");

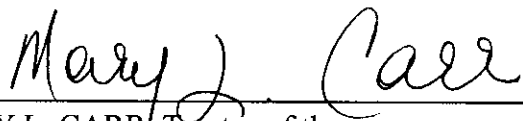
See Exhibit A, attached hereto and made a part hereof for a more particular description of said property.

Being the same property partially conveyed to Grantor by Warranty Deed recorded at Book 345, Page 93 in the Chancery Clerk's Office of DeSoto County, Mississippi.

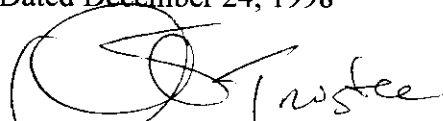
This conveyance and the warranty hereof are made subject to (1) zoning and subdivision regulations of DeSoto County, Mississippi; (2) taxes for the year 2000 which will be prorated between the Grantor and the Grantee; (3) all rights-of-way and easements shown of record; and (4) all rights-of-way and easements which are now located on said land which are not shown of record.

For the same considerations, Grantor hereby quitclaims and conveys to Grantee any and all right, title, claim, or interest which Grantor may have or hold, including any reversionary interest, in the foregoing tract, or with respect to rights-of-way and easements on the land.

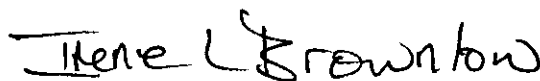
Witness the signature of the Grantors herein this 4th day of Dec., 2000.



MARY L. CARR, Trustee of the  
Mary L. Carr Family Trust  
Dated December 24, 1998



OSCAR C. CARR, III, Trustee of the  
Mary L. Carr Family Trust  
Dated December 24, 1998



IRENE L. BROWNLOW, Trustee of the  
Irene L. Brownlow Family Trust  
Dated December 24, 1998

Girard P. Brownlow

GIRARD P. BROWNLOW, Trustee of the  
Irene L. Brownlow Family Trust  
Dated December 24, 1998

Mary L. Carr

MARY L. CARR, Trustee of the  
Carroll Seabrook Leatherman Trust  
Dated July 4, 1991

Irene L. Brownlow

IRENE L. BROWNLOW, Trustee of the  
Carroll Seabrook Leatherman Trust  
Dated July 4, 1991

Oscar C. Carr, III

OSCAR C. CARR, III, Trustee of the  
Elle G. Leatherman Trust  
Dated February 17, 1993

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named MARY L. CARR, who acknowledged that she is Trustee of the Mary L. Carr Family Trust dated December 24, 1998, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 15, 2005

Notary Public  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named OSCAR C. CARR, III, who acknowledged that he is Trustee of the Mary L. Carr Family Trust dated December 24, 1998, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.


My Commission Expires Oct. 15, 2005

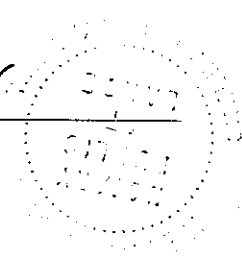
Notary Public  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named IRENE L. BROWNLOW, who acknowledged that she is Trustee of the Irene L. Brownlow Family Trust dated December 24, 1998, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

  
NOTARY PUBLIC

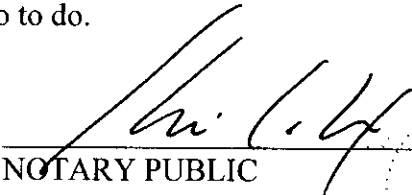


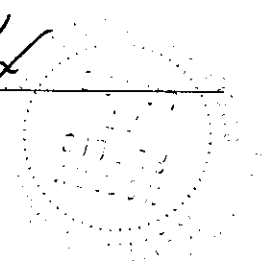
My Commission Expires Oct. 15, 2003

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named GIRARD P. BROWNLOW, who acknowledged that he is Trustee of the Irene L. Brownlow Family Trust dated December 24, 1998, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

  
NOTARY PUBLIC




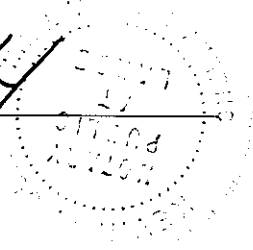
My Commission Expires Oct. 15, 2003

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named MARY L. CARR, who acknowledged that she is Trustee of the Carroll Seabrook Leatherman Trust dated July 4, 1991, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

  
NOTARY PUBLIC



My Commission Expires Oct. 15, 2003

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named IRENE L. BROWNLOW, who acknowledged that she is Trustee of the Carroll Seabrook Leatherman Trust dated July 4, 1991, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

  
NOTARY PUBLIC

My Commission Expires Oct. 15, 2003

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2000, within my jurisdiction, the within named OSCAR C. CARR, III, who acknowledged that he is Trustee of the Elle G. Leatherman Trust dated February 17, 1993, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

  
NOTARY PUBLIC

My Commission Expires Oct. 15, 2003

My Commission Expires: \_\_\_\_\_

Address of Grantor:  
% Oscar C. Carr, III  
Glankler Brown, PLLC  
1700 One Commerce Square  
Memphis, TN 38103-2566  
(901) 576-1763 (Office)  
(901) 458-7748 (Home)

Address of Grantee:  
% S. R. Leatherman  
3364 Poplar Avenue, Suite 103B  
Memphis, TN 38111  
(901) 458-2994 (Office)  
(901) 327-0782 (Home)

**EXHIBIT "A"**

The East ½ and a parcel of the Southwest 1/4 of Section 18, Township 2 South, Range 9 West, in DeSoto County, Mississippi, owned by Mary Carroll Seabrook Leatherman and as described below (less and except the property condemned by and conveyed to the Mississippi Department of Transportation for the widening of U. S. Highway 61):

**Plot No. 1**

Beginning at the southeast corner of said Section 18; then North 0 Degrees 7 minutes East, a distance of 4345.7 feet to a point on the south right-of-way line of U.S. Highway 61; then South 37 Degrees 24 minutes West, along the south right-of-way line of U.S. Highway 61, a distance of 1089.5 feet to a point; then South 0 Degrees 7 minutes West, a distance of 3478.9 feet to a point in the south line of said Section 18 and the center line of Starlanding Road; then South 89 Degrees 53 minutes East along said south line of Section 18 and center line of Starlanding Road, a distance of 660.0 feet to the point of beginning.

This Plot No. 1 contains 59.28 acres.

**Plot No. 2**

Beginning at the southwest corner of Plot No. 1 and following the west side of Plot No. 1, North 0 Degrees 7 minutes East, a distance of 3478.9 feet to a point, (the Northwest corner of Plot No. 1 and the south right-of-way line of U.S. Highway 61); then South 37 Degrees 24 minutes West along the south right-of-way of U.S. Highway 61 a distance of 3919.9 feet to a point; then South 89 Degrees 53 minutes East, a distance of 614.5 feet to a point, then South 0 Degrees 7 minutes West, a distance of 360.0 feet to a point ( the south line of said Section 18 and the center line of Starlanding Road); then South 89 Degrees 53 minutes East along the south line of said Section 18 and the center line of Starlanding Road, a distance of 1760.0 feet to the point of beginning.

This Plot No. 2 contains 99.55 acres.

**Plot No. 3**

Beginning at the northeast corner of said Section 18, then South 0 Degrees 7 minutes West along the east line of Section 18, a distance of 692.7 feet to a point on the north right-of-way line of U.S. Highway 61; then South 37 Degrees 24 minutes West, along the north right-of-way line of U.S. Highway 61, a distance of 445.7 feet to a point; then North 0 Degrees 7 minutes East, a distance of 1047.3 feet to a point on the north line of Section 18; then South 89 Degrees 53 minutes East along section line a distance of 270.0 feet to the point of beginning.

This Plot No. 3 contains 5.39 acres.

**Plot No. 4**

Beginning at the northwest corner of Plot No. 3, then South 0 Degrees 7 minutes West along the west side of Plot No. 3, a distance of 1047.3 feet to a point, (the southwest corner of Plot No. 3 and the north right-of-way line of U.S. Highway 61); then South 37 Degrees 24 minutes West along the north right-of-way line of U.S. Highway 61, a distance of 874.9 feet to a point; then North 0 Degrees 7 minutes East, a distance of 1743.4 feet to a point on the north line of Section 18; then South 89 Degrees 53 minutes East, along section line a distance of 530.0 feet to the point of beginning.

This Plot No. 4 contains 16.98 acres.

Included in this description but excluded from this conveyance is  
An Undivided One-Third (1/3) Interest in Plot No. 5

Beginning at the northwest corner of Plot No. 4; then South 0 Degrees 7 minutes West, along the west side of Plot No. 4, a distance of 1743.4 feet to the southwest corner of Plot No. 4 and the north right-of-way line of U.S. Highway 61; then South 37 Degrees 24 minutes West, along the north right-of-way line of U.S. Highway 61, a distance of 2129.6 feet to a point; then North 89 Degrees 53 minutes West, a distance of 1752.4 feet to a point; then North 0 Degrees 7 minutes East, a distance of 840.0 feet to a point; then South 89 Degrees 53 minutes East, a distance of 1180.0 feet to a point (the center of Section 18); then North 0 Degrees 7 minutes East, a distance of 2640.0 feet to a point on the north line of Section 18, then South 89 Degrees 53 minutes East along section line, a distance of 1840.0 feet to the point of beginning.

Plot No. 5 contains 145.83 acres.

Plot No. 6

Beginning at the southwest corner of Plot No. 5; Then South 89 Degrees 53 minutes East, along the south line of Plot No. 5, a distance of 1752.4 feet to the southeast corner of Plot No. 5 and the north right-of-way line of U.S. Highway 61; then South 37 Degrees 24 minutes West along the north right-of-way line of U.S. Highway 61 a distance of 1812.0 feet to a point; then North 53 Degrees 7 minutes West, a distance of 78.6 feet to a point; then South 43 Degrees 57 minutes West, a distance of 583.0 feet to a point on the south line of Section 18 and the center line of Starlanding Road; then North 89 Degrees 53 minutes West along the south line of Section 18 and the center line of Starlanding Road, a distance of 172.9 feet a point; then North 0 Degrees 7 minutes East, a distance of 1800.0 feet to the point of beginning.

Plot 6 contains 41.97 acres.

File in All Quarters, Section 18-25-9W